



May 26, 2009

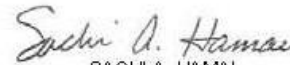
The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24

MAY 26, 2009


SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**REQUESTING APPROVAL AND EXECUTION OF FORD THEATRE
FOUNDATION LICENSE AGREEMENT FOR USE OF THE
JOHN ANSON FORD THEATRES**

SUBJECT

Requesting approval of the license agreement between the County and Ford Theatre Foundation for use of the John Anson Ford Theatres from June through October, 2009 for a series of family and community events.

RECOMMENDATION

Approve the license agreement (Attachment A) between the County and Ford Theatre Foundation for use of the John Anson Ford Theatre to present a series of family and community events to be held from June 2009 through October 2009 and to authorize execution of the license agreement by the Board Chair.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The John Anson Ford Theatres have been operated by the County of Los Angeles since 1965. The Los Angeles County Arts Commission has been operating and programming the theatres since 1992 in partnership with the Los Angeles County Parks and Recreation Department which maintains the facility and grounds.

In 1994, the Ford Theatre Foundation was established by the Los Angeles County Board of Supervisors as an independent tax exempt not-for-profit corporation dedicated to supporting the performing arts and education activities that are presented by the Los Angeles County Arts Commission at the John Anson Ford Amphitheatre.

In addition to raising funds for the John Anson Ford Amphitheatre's performing arts and education programs, one of the Ford Theatre Foundation's most important functions is to present a growing number of innovative performing arts programs at the John Anson Ford Amphitheatre. Those programs are designed to address the specialized needs of local audiences. The Ford Theatre Foundation currently presents two annual series at the John Anson Ford Amphitheatre: the

1055 Wilshire Boulevard
Suite 800
Los Angeles, CA 90017
Tel 213.202.5858
Fax 213.580.0017
www.lacountyarts.org

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Rosalind Wyman

Laura Zucker
Executive Director

Big!World!Fun! family series of music, dance and theatre performances for Los Angeles County children and their families; and J.A.M. Sessions, a series of free events open to the public that encourage direct participation in the arts and make the theatre available as a cultural community space. The license agreement recommended for approval authorizes production and presentation activities to take place at the John Anson Ford Amphitheatre facility in association with these events.

Implementation of Strategic Plan Goals

The requested action is consistent with the principles of County Strategic Goal No. 1- Operational Effectiveness. The recommended action will support the efficient delivery of community programming to the residents of the County.

FISCAL IMPACTS

There will be no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The John Anson Ford Amphitheatres are located on County property, and the Ford Theater Foundation is a nonprofit tax exempt corporation which intends to stage several performances at the John Anson Ford Theatre from June through October of this year. As an obvious prerequisite to the staging of those performances, the Ford Theater Foundation must obtain the permission of the County to enter upon the property of the John Anson Ford Amphitheatres in order to stage their performances. The license agreement, if approved by your Board, would give the Ford Theater Foundation the right to enter upon and use the John Anson Ford Amphitheatre property to stage their summer performances. Standard County terms and conditions are set forth in an attachment to the agreement and constitute a part of the license.

IMPACT ON CURRENT SERVICES

The recommended action, if approved, will allow the annual series of free and low-cost family and community events to continue in the 2009 summer season at the John Anson Ford Theatres.

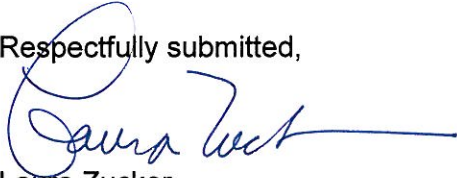
CONCLUSION

Upon approval and execution of this request by the Board of Supervisors, it is requested that the Executive Officer of the Board be instructed to send an adopted stamped copy of this Board Letter and the executed contract to:

1. Los Angeles County Arts Commission
1055 Wilshire Boulevard, Suite 800
Los Angeles, CA 90017

2. Ford Theatre Foundation
2580 Cahuenga Boulevard, East
Los Angeles, CA 90068

Respectfully submitted,



Laura Zucker
Executive Director
Los Angeles County Arts Commission

C: William T Fujioka, Chief Executive Officer
Robert E. Kalunian, Acting County Counsel
Sachi Hamai, Executive Officer, Board of Supervisors

**LICENSE AGREEMENT
JOHN ANSON FORD AMPHITHEATRE**

The **COUNTY OF LOS ANGELES**, a body corporate and politic and a political subdivision of the State of California ("County"), does hereby grant to:

Ford Theatre Foundation, a non-profit corporation
2580 Cahuenga Blvd. East
Hollywood, CA 90068
Phone: 323-856-5791

(hereinafter referred to as "Licensee"), permission to enter, use and occupy the outdoor John Anson Ford Amphitheatre ("Ford Theatre") as set forth in this License Agreement.

Section 1. Applicable Documents. This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. This Agreement consists of this three page document and Exhibit A, entitled "Standard Terms and Conditions, John Anson Ford Amphitheatre, License Agreements" and Exhibit B, entitled "Partnership Program Riders." Licensee shall comply with all terms and conditions of this Agreement, including all terms contained in the Exhibits hereto.

Section 2. Administration. The Managing Director of the John Anson Ford Theatres shall administer this Agreement on behalf of the County. The Licensee shall deliver all payments, notices, documents and other materials addressed to the Managing Director, John Anson Ford Theatres, 2580 Cahuenga Blvd. East, Hollywood, California 90068.

Section 3. Purpose/Date/Time. (a) The Licensee has proposed and the County has approved use of the Ford Theatre for the purpose of Ford Amphitheatre- 2009 Season performances of "J.A.M. Sessions Series" and "Big!World!Fun! Family Series."

(b) The Event/Performance and related activities permitted by this Agreement are authorized for the following dates and times:

| Date | Time | Location | Series | Presentation |
|---------|-------|-----------------|-----------------|-------------------------------------|
| June 1 | 7 pm | Entire facility | J.A.M. Sessions | <i>Zydeco Inzanity</i> |
| June 8 | 7 pm | Entire facility | J.A.M. Sessions | <i>SqueezeBox 101</i> |
| June 15 | 7 pm | Entire facility | J.A.M. Session | <i>Bahian Spirit</i> |
| July 4 | 10 am | Amphitheatre | Big!World!Fun! | <i>Grandeza Mexican Folk Ballet</i> |
| July 6 | 7 pm | Entire facility | J.A.M. Sessions | <i>D.I.Y. Drumming</i> |
| July 11 | 10 am | Amphitheatre | Big!World!Fun! | <i>On Ensemble</i> |
| July 13 | 7 pm | Entire facility | J.A.M. Sessions | <i>Indie Inspiration</i> |
| July 20 | 7pm | Entire Facility | J.A.M. Sessions | <i>Flamenco For All</i> |
| July 25 | 10 am | Amphitheatre | Big!World!Fun! | <i>Masanga Marimba</i> |
| July 27 | 7 pm | Entire facility | J.A.M. Sessions | <i>Feel the Folk</i> |
| Aug 1 | 10 am | Amphitheatre | Big!World!Fun! | <i>Hip Hop Handbook</i> |
| Aug 8 | 10 am | Amphitheatre | Big!World!Fun! | <i>DreamDance II</i> |
| Aug 10 | 7 pm | Entire facility | J.A.M. Sessions | <i>Hip Hop Get Down</i> |

| | | | | |
|--------|-------|-----------------|-----------------|--------------------------------------|
| Aug 15 | 10 am | Amphitheatre | Big!World!Fun! | <i>Celtic Spring</i> |
| Aug 22 | 10 am | Amphitheatre | Big!World!Fun! | <i>Helios Dance Theater</i> |
| Aug 24 | 7 pm | Entire facility | J.A.M. Sessions | <i>¡A Bailar Son Jarocho!</i> |
| Aug 29 | 10 am | Amphitheatre | Big!World!Fun! | <i>Hula Halau Ka Lehua I Ka Lani</i> |

Section 4. Fees and Charges. (a) Licensee agrees to pay fees outlined in Exhibits A and B, including but not limited to fees related to crew costs, pre-show activities, recording in amphitheatre, delays in opening of house caused by Licensee, performance beyond the facility's 11:00 pm curfew, sound level violations caused by Licensee, parking violations by Licensee's personnel and posting of unauthorized signage or advertising.

(b) Additionally, Licensee agrees that the Ford Theatre Box Office will accept donations from the public on behalf of Licensee upon execution of this contract through March, 31, 2010. Licensee will invoice County, and be reimbursed for, the total amount of donations received by the Box Office at the end of each month.

Section 5. Additional Terms. (a) Licensee shall also be bound by the terms and conditions set forth in Exhibit B, including but not limited to governance of Technical Requirements, Front-of-House Operations, Marketing and Publicity, Parking, Concessions, Recording, Box Office Requirements and Fees.

(b) Licensee agrees to execute the appropriate contract with Actor's Equity or the Musicians Union for all performances utilizing actors or live musicians who are union members.

(c) Proof of insurance as set forth in §400 of Exhibit A (Standard Terms and Conditions) to this License Agreement shall be submitted to the Ford Theatre no later than 14 days prior to the first performance or rehearsal.

(d) Technical Crew, House and security costs are billed according to the rates listed in Exhibit B. The Production Manager, in consultation with the Licensee, will determine exact staffing required.

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MAY-13-2009 10:25 FROM FORD AMPHITHEATER

TO 19492220902

P.04

IN WITNESS WHEREOF, the County of Los Angeles and the Licensee have caused this Agreement to be executed on their behalf by their duly authorized representatives.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By: [Signature], Deputy



Approved as to Form:

ROBERT E. KALUNIAN
Acting County Counsel

By: [Signature]
Deputy

COUNTY OF LOS ANGELES

By: [Signature]
Don Knabe
Chairman, Board of Supervisors

FORD THEATRE FOUNDATION

By: [Signature] 5/13/09

Name: JAMES SUH

Title: TREASURER, Bd of Director

By: [Signature]

Name: STEPHEN GRACE

Title: Vice Chair - Board of Directors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 MAY 26 2009

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

NO 76987



**JOHN ANSON FORD AMPHITHEATRE
LICENSE AGREEMENTS**

**EXHIBIT A
STANDARD TERMS AND CONDITIONS**

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STANDARD TERMS AND CONDITIONS

JOHN ANSON FORD AMPHITHEATRE LICENSE AGREEMENTS

§ 100. DEFINITIONS. For purposes of this Agreement, including all Exhibits thereto, the following definitions shall govern its interpretation.

§ 101. "Agreement" shall mean the agreement by and between the Licensee and the County of Los Angeles, which agreement shall include the primary document and all exhibits referenced therein.

§ 102. "Commission" shall mean the Arts Commission of the County of Los Angeles.

§ 103. "County" shall mean the County of Los Angeles.

§ 104. "Event/Performance" shall mean the event, performance and/or associated rehearsals identified in Section 3 ("Purpose/Date/Time") of the main document to this Agreement.

§ 105. "Managing Director" shall mean the Managing Director of the John Anson Ford Theatres, and/or his designee.

§ 106. "Ford Theatre" shall mean the John Anson Ford Theatres located at 2580 Cahuenga Boulevard, Los Angeles, California.

§ 107. "Licensee" shall mean the agency or individual contracting with the County of Los Angeles under the terms of this Agreement, including the Licensee's employees, agents, assigns, contractors and anyone else involved in any manner in the exercise of the rights therein given to the Licensee.

§ 108. "State" shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Licensee provides the following assurances and certifications, and agrees to the following terms:

§ 201. Compliance with Laws (a) The Licensee certifies and agrees to fully comply with and observe, in all respects, all laws, ordinances, rules and regulations of the local fire department, police department, health department and any other governmental agency, department or bureau, whether federal, State or municipal, in connection with the use of the Ford Theatre hereunder. In addition, Licensee agrees to obtain any and all necessary permits which may be required by the fire department, police department, or any other governmental agency in connection with Licensee's use of the Ford Theatre hereunder. In the event the Ford Theatre is closed as a result of Licensee's failure to comply with any local ordinances, rules, or regulations, or to obtain any necessary permits, Ford Theatre shall have no obligations, responsibility or liability whatsoever in connection therewith. The Licensee shall indemnify and hold the County, its officers, employees and agents harmless from any loss, damage or liability resulting from a violation by the Licensee, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

(b) Licensee covenants and agrees to pay all federal and state social security, unemployment insurance, disability and all other wage taxes or imports now or hereafter imposed for the

persons hired or performing services in connection with this Agreement who are employees of Licensee, and Licensee shall indemnify and hold the County and the Ford Theatre harmless from any and all claims for such taxes and payments. Throughout the term of this License Agreement, at the Licensee's sole cost and expense, the Licensee shall keep or cause to be kept in full force and effect, an existing Workers Compensation Insurance Policy covering all persons hired by the Licensee.

(c) The Licensee agrees not to permit any performance in the Ford Theatre which is obscene, indecent or offensive as measured by the local community standards.

§ 202. Copyrights/Privacy Rights. The Licensee shall neither violate nor infringe upon any copyright, right of privacy, or other statutory or common law right of any person, firm or corporation, nor, if authorized to do radio or television broadcasts pursuant to amendment hereto, violate the rules and regulations of the Federal Communications Commission or the Code of Good Practices of the National Association of Broadcasters, and the Licensee will not defame or harm, the reputation of any person, firm or corporation as a result of its use of the Ford Theatre. The Licensee shall, at Licensee's sole cost and expense, obtain any and all government permits, approvals, copyright licenses, intellectual or creative property use authorizations or concurrences required for the performance or use of the Ford Theatre. Further, the Licensee agrees to promptly pay any royalty fees or other charges required from private persons or corporations for the production and presentation of the performance hereunder. The Licensee shall indemnify, defend and hold the County, its officers, employees and agents harmless from any sanctions or other liability which may be assessed against the County by reason of the Licensees failure to comply with the foregoing.

§ 203. Civil Rights Laws. The Licensee assures and certifies that it shall comply with all applicable federal and State statutes to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

§ 204. Safety and Working Conditions. The Licensee shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 *et seq.*) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Licensee assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

§ 205. Drug Free Workplace Compliance. The Licensee hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code § 8350 et seq.*), as amended, including provision of the requisite certification as set forth therein.

§ 206. Conflict of Interest/Contracts Prohibited. (a) The Licensee represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Licensee, or shall have any direct or indirect financial interest in this Agreement.

(b) The Licensee represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees" (available at: <http://ordlink.com/codes/lacounty/>) and that execution of this Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of

execution of this Agreement or who subsequently becomes affiliated with the Licensee in any capacity shall not participate in the provision of services provided under this Agreement or share in the profits of Licensee earned for a period of one year from the date he/she separated from County employment.

§ 207. Lobbying. The Licensee certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Licensee, shall fully comply with the County Lobbyist Ordinance (Los Angeles County Code Chapter 2.160). Failure on the part of any County lobbyist retained by Licensee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

§ 208. County Layoffs. Should the Licensee require additional or replacement personnel after the effective date of this Agreement, the Licensee agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Agreement.

§ 209. GAIN/GROW Program Participants. Should the Licensee require additional or replacement personnel after the effective date of this Agreement, the Licensee agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs who meet Licensee's minimum qualifications for the open position. Upon request from Licensee, the County will refer GAIN/GROW participants by job category to the Licensee for consideration.

§ 210. Fraud/Abuse/Ethical Standards. (a) The Licensee, in performing all obligations under the terms of the Agreement, certifies and assures that it shall undertake reasonable efforts to safeguard against fraud and abuse with respect to use of County property, and/or expenditure of public funds allocated and paid under this Agreement, if any.

(b) The Licensee agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) concealing, mutilating or destroying public records or public property; (3) failing to account for public money or public property; and (4) conspiracy to commit an offense against or to defraud the County of Los Angeles, the State, or the federal government.

§ 211. Notice to Employees Regarding Safely Surrendered Baby Law. The Licensee shall notify and provide to its employees, and shall require each subcontractor, if any, to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached to this **Exhibit A** of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

§ 212. Licensee's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Licensee with the poster to be used.

§ 213. Inspection/Evaluation. Licensee acknowledges its personal inspection and evaluation of the Ford Theatre (including dressing rooms), the surrounding area, and the extent to which the physical condition thereof will affect Licensee's operations. Licensee accepts the licensed premises in their present physical condition, and agrees to make no demands upon the County for improvements or alterations thereof.

§ 214. Title. Licensee acknowledges the title of the County, and/or any other public agencies having jurisdiction thereon, in and to the Ford Theatre and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

§ 300. DEPOSITS

§ 301. Required Deposit. No later than thirty (30) days before the first day of the Event/Performance, the Licensee shall deposit with the Managing Director, as bailee, a sum identified in Section 4 of the primary document to this Agreement for the purpose of securing the performance by the Licensee of the Licensee's obligations to make the monetary payments in a timely fashion as set forth in the Agreement and the obligation of the Licensee to leave the premises in a clean and undamaged condition in accordance with **§ 613** hereof.

§ 302. Additional Deposit. The Licensee may also be required to deposit an additional sum as identified in the Agreement with the Managing Director to secure the contractual promise of the Licensee to vacate the premises upon notice as set forth in the Agreement. The Ford Theatre shall retain, as additional deposit, all ticket revenue received at the box office and release it to the Licensee, less expenses, License fee, and additional costs, after the performance.

§ 303. Return of Deposit. Upon the Licensee's peaceably and timely vacating the premises without any arrearage in the payments due to the County and upon leaving the premises in a clean, undamaged condition, the County shall refund to the Licensee the appropriate amounts from the referred deposits after deducting from the deposits the actual cost to the County for cleaning and/or repairing the premises as well as any other fees agreed upon herein. In the event that the cost of cleaning and/or repairing the premises (following the Licensee's vacating the premises) together with the sum of other fees agreed upon herein exceeds the amount of such deposit, the Licensee hereby agrees to pay the County any such excess sums due to the County under the terms of this Agreement including, but not limited to, security, parking, custodial, rentals, labor, concession and merchandising fees, and communication costs necessitated by the use of the premises herein permitted (as applicable). In the event that all sums due the County herein exceed the total sum of all deposits herein, the Licensee shall immediately pay the County remaining sums of money due the County.

§ 400. INDEMNIFICATION AND INSURANCE

§ 401. Indemnification. The Licensee shall indemnify, defend and hold harmless the Los Angeles Philharmonic, the Ford Theatre Foundation and the County of Los Angeles and its Special Districts, and their elected and appointed officers, employees, volunteers and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Licensee's acts and/or omissions arising from and/or related to this agreement. Such indemnification shall extend to defense costs and legal fees, and claims for damages of any nature whatsoever, including, without limitation, claims for bodily injury, death or personal

injury (including any Workers' Compensation suits, liability, or expense), or property damage (including damage to County's property), arising from or connected with Licensee's operations hereunder or which may be caused or alleged to be caused by any act, or omission to act, on the part of the Licensee or any of its employees or agents, resulting in any infringement upon personal rights, such as libel, slander, invasion of privacy, and copyright violation, or by any act or omission to act on the part of the Licensee, its employees or agents, which results in a dangerous or defective condition on the premises, or otherwise arising from or connected with use of the Ford Theatre by or on behalf of the Licensee by any person pursuant to this Agreement. The foregoing indemnity set forth in this § 401 shall not extend to any claims arising from the negligence or willful misconduct of Licensor, its agents, employees, representatives or contractors including without limitation, Licensor's maintenance or use of the building or any structural or premises-related defects of the building.

§ 402. Insurance. (a) **General.** Without limiting the Licensee's indemnification of the County, and during the term of and except as otherwise provided in this Agreement, the Licensee shall provide and maintain, and shall require all of its sub-contractors and vendors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, Ford Theatre Foundation or Los Angeles Philharmonic, and such coverage shall be provided and maintained at Licensee's own expense.

(b) **Insurance Coverage Requirements.** Licensee shall maintain the following programs of insurance:

- 1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits not less than the following:

| | |
|----------------------------|-------------|
| General Aggregate: | \$1 million |
| Bodily Injury, per person: | \$1 million |
| Property Damage: | \$1 million |
| Each Occurrence: | \$1 million |

This insurance shall list the Los Angeles Philharmonic, Ford Theatre Foundation and County of Los Angeles and its Special Districts, and their elected and appointed officers, employees, volunteers and agents, as additionally insured with respect to liability arising from and/or related to this Agreement.

- 2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- 3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the *California Labor Code* or by any other State, and for which Licensee is responsible. This insurance shall include Employers' Liability coverage with limits of not less than \$1 million for each accident.

(c) **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the

County.

(d) **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Managing Director prior to any use of the Ford Theatre by Licensee. Such evidence of insurance shall:

- 1) Specifically identify this Agreement;
- 2) Clearly evidence all coverages required in this Agreement;
- 3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the Los Angeles Philharmonic, Ford Theatre Foundation and the County of Los Angeles and its Special Districts, and their elected and appointed officers, employees, volunteers and agents, as additionally insureds for all activities arising from this Agreement.
- 5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Licensee to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Licensee to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State.

(e) **Failure to Maintain Coverage.** Failure on the part of the Licensee to procure or maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Licensee, County may deduct from sums due to Licensee any premium costs advanced by County for such insurance.

(f) **Notification of Incidents, Claims or Suits:** Licensee shall report to County:

- 1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 24 hours of occurrence.
- 2) Any third party claim or lawsuit filed against Licensee arising from activities related to this Agreement.
- 3) Any injury to a Licensee employee or agent which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Managing Director.

- 4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Licensee under the terms of this Agreement.

(g) **Compensation for County Costs:** In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all costs incurred by County.

(h) **Insurance Coverage Requirements for Sub-contractors and Vendors:** Licensee shall ensure any and all sub-contractors and vendors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- 1) Providing evidence of insurance covering the activities of sub-contractors and vendors, or
- 2) Providing evidence submitted by sub-contractors and vendors evidencing that sub-contractors and vendors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor and vendor insurance coverage at any time.

§ 403. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of Licensee's financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the Licensee upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Licensee must notify the County immediately of discontinuation or substantial change in the program.

(b) Agreement to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Agreement to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Licensee's financial condition which would have a significant negative effect on the protection that the self-insurance program provides the County.

(d) Name, address and telephone number of Licensee's legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of Licensee's capacity to respond to claims falling within the self-insured program. Resubmission is required at least annually for the duration of the affected operation or more frequently at County's request. **FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.**

§ 404. Public Entities. (a) To the extent both parties to this Agreement are public entities, and this provision is activated in writing by the County in the foregoing Agreement, the following provision shall be substituted for §§ 401, 402 and 403 herein:

In contemplation of the provisions *California Government Code* Section 895.2 imposing certain tort liability jointly upon public entities solely by reason such entities being parties to an Agreement as defined by *California Government Code* Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of Section 895.2. The provision of *California Civil Code* Section 2778 is made a part hereto as if fully set forth herein. Licensee certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

§ 405. Failure to Procure Insurance. Except as otherwise provided in writing by the County, failure on the part of the Licensee to procure or maintain required program(s) of insurance or otherwise evidence compliance with this § 400, shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

§ 500. CANCELLATION OF EVENT/PERFORMANCE

§ 501. Force Majeure. (a) The parties will be excused from the performance of this Agreement in whole or in part, only by reason of the following causes:

- (1) when such is prevented by operation of law;
- (2) when such is prevented by an irresistible superhuman cause, including but not limited to flood, earthquakes and fires; and,
- (3) when such is prevented by an act of the public enemies of the State or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of Licensee, or unavoidable casualty.

(b) In the event the Licensee performance is excused in accordance with this § 501, and the Event/Performance is canceled, the County agrees to reimburse the Licensee the License fee paid to the County pursuant to Section 4 of this Agreement; excluding extraordinary costs and expenses incurred by the County at the direct request of the Licensee. Reimbursement shall be without interest and may, in the Managing Director's sole discretion, be reduced by costs incurred by the County as a direct result of instructions from the Licensee with respect to the canceled Event/Performance.

§ 502. Cancellation of Event/Performance. (a) Except as otherwise expressly provided herein, in the event the Licensee cancels the Event/Performance at the Ford Theatre, Licensee forfeits the License fee paid to the County pursuant to Section 4 of this Agreement, and shall remain responsible for other costs associated incurred by the County with respect to the Event/Performance as provided in this Agreement.

(b) The Managing Director, in his/her sole discretion, may reimburse the Licensee the License fee paid to the County pursuant to Section 4 of this Agreement; excluding extraordinary costs and expenses incurred by the County. Reimbursement may be made if the Licensee provides information to the Managing Director that cancellation of the Event/Performance could not otherwise be avoided by exercise of Licensee's reasonable due care. To the extent reimbursement is approved pursuant to this § 502, it shall be without interest.

§ 600. OPERATIONAL RESPONSIBILITIES

§ 601. County Rules. Licensee shall comply with and abide by all applicable rules, regulations and directions of the County.

§ 602. Permits/Licenses. Licensee shall comply with all applicable County and local ordinances and all State and federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the permitted activities at the Ford Theatre.

§ 603. Event/Performance Start Time. The Event/Performance start time(s) shall be as set forth in the primary document to this Agreement. In the event that the start time is changed by the Licensee after tickets have been placed on sale, the Licensee will be subject to a penalty of one thousand dollars (\$1,000) unless a plan to notify ticket buyers and the public of the time change is approved by the Managing Director. If and when the planned notification activities have been carried out to the satisfaction of the Managing Director, the penalty will be withdrawn.

§ 604. Front of House. (a) The Ford Theatre gates shall be open to all patrons not less than two hours prior to the advertised start time of each evening Event/Performance and one hour prior to morning events. The house (theatre) doors are opened one hour before the Event/Performance is scheduled to begin. Set-up may continue after the house is open. The start of the Event/Performance may be delayed no more than five minutes; up to fifteen minutes are allowed in cases of extreme emergency as authorized by the Managing Director. Licensee will be assessed a violation fee of \$250.00 for each event that does not allow the house to be opened or that does not begin in accordance with this § 604.

(b) Except as otherwise expressly authorized by the Managing Director, all performances other than films which are longer than one hour will have a minimum of one fifteen (15) minute intermission. Films and performances that are less than one hour in duration may be performed without an intermission. It shall be the Licensee's responsibility to inform the Ford Theatre's Operations Coordinator of the length of the performance, the approximate time of intermission, and an acceptable time for seating latecomers. Licensee will be assessed a violation fee of \$500.00 for each event that does not provide for an intermission in accordance with this § 604.

(c) Except as otherwise provided, programs may not be sold. Any unused programs must be retrieved by Licensee at the end of the performance. County will not be responsible for unused programs left on the premises.

(d) Except as otherwise expressly authorized by the Managing Director, no fund-raising activities will be allowed.

§ 605. Technical. (a) Access for rehearsal(s) will only be permitted at the date(s) and time(s) specified in this Agreement. Access for set-up and/or strike time beyond the date(s) and time(s)

specified herein must be arranged for separately and will require an additional fee as determined by the Managing Director. All production elements must be struck at the conclusion of the Event/Performance.

(b) Licensee is required to attend a minimum of two production meetings with Ford Theatre technical staff. The first shall occur prior to contract signing and provide the basis for a preliminary estimate of technical crew costs (attached hereto as Exhibit C). The second shall occur no later than 30 days prior to Licensee's first use of the Ford Theatre and provide the basis for final Ford technical crew assignments and, if appropriate, a corresponding revised estimate of technical crew costs.

§ 606. Technical Crew. Unless otherwise expressly provided in this Agreement, Licensee shall utilize Ford Theatre's Stage Supervisor, Electrician and Sound Engineer for the set-up, performance, strike and restoration of the Ford Theatre. In consultation with Ford Theatre technical staff, Licensee may arrange for additional Ford Theatre technical crew to assist with mounting of Licensee's Event/Performance. The cost of such labor will be deducted from Licensee's settlement or deposit. The County will provide a written estimate (subject to change) of such costs.

§607. Curfew and Length of Performance Policy. (a) All Events/Performances shall end no later than 11:00 p.m. (PST) or at such earlier time announced in publicity materials.

(b) Ford Theatre theatrical lighting and sound will be turned off at 11:00 p.m. (PST). To the extent the Event/Performance extends beyond this time, Licensee shall pay the County a \$1,000 violation fee per occurrence.

(c) Except as expressly authorized by the Managing Director, no event shall exceed four (4) hours in total length.

§ 608. Sound Limit Policy. (a) Any sound system used in licensed Events/ Performances must be approved by the Managing Director. The sound level output as measured at the sound mixing console located at the rear of the amphitheatre may not exceed 95 dBA at any time.

(b) To the extent the sound levels exceed the limitations set forth in this § 608, Licensee shall be assessed a \$500 violation fee per occurrence. Continued violation of the sound limit policy may, in the sole discretion of the Managing Director, result in termination of the event.

§ 609. Conduct. Licensee shall conduct the permitted activities in a courteous and non-profane manner, operate without interfering with the use of the facilities by the County or the public, except as herein permitted, and remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.

§ 610. Credit. (a) Licensee shall credit Los Angeles County as a co-sponsor in all authorized printed programs and in all advertising, including radio and television, concerning the Events/Performances. Programs will include the following statement:

"The John Anson Ford Theatre is a regional park of the County of Los Angeles devoted to the presentation of the performing arts and operated by the Los Angeles County Arts Commission."

(b) The Licensee agrees that all authorized uses of film, video and/or audio recordings shall carry the following or similar credit approved by the Managing Director:

"Recorded at the John Anson Ford Amphitheatre, a regional park of the County of Los Angeles devoted to the presentation of the performing arts and operated by the Los Angeles County Arts Commission."

(c) Any credit provided in accordance with this § 610, shall not give rise to any liability whatsoever on the part of the County.

§ 611. House Staff and Security. The County shall provide a basic house staff comprised of a House Manager, Ushers and, as needed, minimal security personnel. In consultation with Licensee, but at the sole discretion of the Managing Director, additional house staff and/or security guards may be required for each Event/Performance. The cost of additional house staff and security guards required will be deducted from Licensee's settlement or deposit. The County will provide a written estimate (subject to change) of the costs of any additional house staff or security guards required.

§ 612. Risk of Loss. Licensee shall assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to the Licensee that are installed or placed within the area occupied unless such claims arise from the negligence or willful misconduct of Ford Theatre, its agents, employees, representatives or contractors.

§ 613. Maintenance/Repair/Replacement. (a) Licensee shall conduct its operation in an orderly way with continuous attention to the storage of equipment not in use and the clean up of trash and debris generated by Licensee. Licensee will leave the premises in as clean and good condition as when entered upon (normal wear and tear excepted). If Licensee does not comply with this provision, as determined by the Managing Director in his/her sole discretion, the County may put the premises in good and clean condition and Licensee will reimburse County upon demand for all costs incurred.

(b) To the satisfaction of the County, at the completion of permitted activities (and prior to vacating the premises) Licensee shall restore the premises to the conditions that existed prior to the commencement of the permitted activities, other than for ordinary wear and tear or damage or destruction by irresistible superhuman causes beyond the control of the Licensee. This shall include removal of all rubbish and debris, as well as structures placed on the premises by the Licensee, in order that the premises will be neat and clean and ready for normal use by the County on the day following the final use of the premises permitted under this Agreement. If Licensee does not comply with this provision, as determined by the Managing Director in his/her reasonable discretion, the County may put the premises in good and clean condition and Licensee shall reimburse County upon demand for all costs incurred.

(c) Partial or total destruction of the Ford Theatre, from any cause whatsoever, shall not raise any obligation on the part of the County to rebuild, replace, renovate, regrade, replant or restore. If such destruction makes the premises unfit for the Licensee's use, this Agreement shall automatically terminate without liability to the County except to return unused sums identified in Section 4 of this Agreement.

(d) Upon the expiration of this Agreement or upon any termination hereof, any and all equipment, fixtures, or other improvements erected or placed upon the premises by Licensee and to which the Licensee has retained title shall be removed at the Licensee's sole expense, and Licensee shall quit and surrender the premises to County in broom clean condition, and in such condition as was existing at the time

the Licensee went into possession, normal wear and tear expected. County may charge Licensee a reasonable storage charge for equipment, fixtures, or other improvements not removed from the premises within ten (10) days after the expiration or termination of this Agreement. All reasonable removal, transportation and storage charges incurred by the County hereunder shall be borne by the Licensee.

§ 614. Right to Enter. Licensee shall allow the Managing Director to enter the premises at any time to determine compliance with the terms of this Agreement, and shall allow the Managing Director, the County and/or other authorized governmental representatives access for any other purpose incidental to the performance of the responsibilities of those governmental entities.

§ 615. Costs. Licensee shall bear the sole costs, wages, expenses and fees, including copyright fees, if any, incidental to the Licensee's use of the Ford Theatre, and keeping the premises free of all liens. The Licensee agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from any sanctions or other liability which may be assessed against the County by reason of the Licensees failure to comply with the foregoing.

§ 616. Responsible Representative. Licensee shall keep a responsible representative available on the Ford Theatre premises during all permitted hours of the entire event. This representative shall maintain copies of this Agreement and the receipt for consideration herein, for display upon request.

§ 617. Smoking Prohibited. Except as expressly provided by law, the Licensee shall prohibit smoking in areas covered by *California Labor Code* section 6404 and/or applicable County ordinances.

§ 618. Additional Covenants. The Licensee shall not:

- (a) change the topography of the Ford Theatre grounds or erect or install any improvements thereon, except as may be authorized in writing by the County;
- (b) sell tickets of admission for or otherwise permit the audience to be seated during the Event/Performance upon the stage of, or the hillside surrounding, the Ford Theatre without the prior consent of the Managing Director – the maximum allowable seating capacity at the Ford Theatre is 1,241;
- (c) use any part for the Ford Theatre premises for lodging, overnight sleeping, or any unlawful purposes;
- (d) overload any floor, ceiling or wall of the Ford Theatre stage or the amphitheatre, or the truss, gridiron or hanging equipment or any other fixture therein;
- (e) place any additional lock of any kind upon any window or interior or exterior door of the premises, or make any change in any existing door or window lock or the mechanism thereof, without the Managing Director's written permission;
- (f) impede the flow of vehicle traffic upon, nor restrict public access to or from, County property except as necessary during rehearsals and performances.

§ 700. RESERVATION OF RIGHTS.

§ 701. Parking, Concessions and Merchandizing. (a) Except as otherwise expressly set forth in this Agreement, the County reserves the exclusive right to control and operate food, drink, concession and merchandising services at the Ford Theatre. Licensee shall give the Ford Theatre concessionaire the right of first refusal on all food catered for receptions and/or parties.

(b) The County has subleased the Ford Theatre parking lots to the Los Angeles Philharmonic, which reserves the exclusive right to control and operate the parking. Except as otherwise expressly provided, Licensee shall receive fifteen (15) parking passes for Licensee's personnel for each Event/Performance. Cars parked on the hill that do not display a pass will be towed. Additional passes for parking in the lower lots may be purchased from the Ford Box Office in advance or from the parking staff the day of the event. Parking at the Ford Theatre is extremely limited; Licensee is urged to encourage personnel to car pool or use the auxiliary parking lots and shuttle.

(c) Licensee shall not park any vehicles in front of or cause any blockage at any time of any fire lane or disabled parking spaces. Any vehicles standing in the fire lane or any vehicles without disabled placards parked in disabled parking spaces will be towed or Licensee will be charged \$100.00 per vehicle to be deducted from deposit.

(d) There shall be no post-performance receptions. Permission for pre-performance receptions must be obtained from the Managing Director.

(e) The sale of merchandise (including location of booths/tables) at the Ford Theatre must be pre-approved by the Managing Director or his designee. The County reserves the right to refuse to carry any merchandise at its sole discretion. Of the total gross merchandise sales and/or booth fees, the Ford Theatre Foundation shall receive twenty-five percent (25%).

§ 702. Television/Radio/Recording Rights. (a) Except as expressly provided in this Agreement, all television and radio broadcasting (live or delayed) of the Event/Performance, and transcription and recording rights (whether video, audio, or other), are reserved to the County, and may not be exercised by Licensee without a written amendment hereto.

§ 703. Complimentary Tickets. (a) Licensee agrees that a mutually agreed upon number not to exceed thirty-two (32) complimentary pre-designated house seats (excluding press comps) for the Event/Performance will be reserved for County use at the disposition of the Managing Director.

(b) The County reserves the right to distribute complimentary tickets to charitable organizations. Best efforts will be made not to interfere with tickets that might otherwise be sold.

(c) Additional complimentary tickets shall be made available to Licensee upon request. Complimentary tickets are not to be sold.

§ 704. Box Office Advances and Refunds. Advances on box office will not be made except in the case of production emergencies for nonprofit organizations only. All requests for box office advances must be authorized by the Managing Director and Licensee's board of directors in writing, under signature of the Licensee's chief fiscal officer. Any box office advance must be guaranteed by the board of

directors. If the Licensee's performance does not occur for any reason, including rain, all ticket sales will be refunded to purchasers.

§ 705. Signs/Advertising. (a) Licensee shall not use the Ford Theatre premises for any advertising purposes whatsoever and shall not place or caused to be placed any sign, advertising or other matter, on the premises without the Managing Director's written permission. There will be a \$500 violation fee against Licensee for affixing unauthorized signage.

(b) The County shall at all times have the right to post the premises with signs declaring the County's non-responsibility for Licensee's obligation.

§706. Other Performance in Los Angeles County. Except as expressly authorized by the Managing Director, Licensee shall not present material identical to that in its Ford Theatre Event/Performance at any other site in Los Angeles County three months before or after the Event/Performance. This prohibition includes free performances and open rehearsals.

§ 800. INDEPENDENT STATUS

(a) The Licensee shall at all times be acting as an independent contractor. This Agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Licensee. Licensee understands and agrees that all of Licensee's personnel are employees solely of the Licensee and not of the County for purposes of workers' compensation liability.

(b) As an independent contractor, Licensee has no power or authority to bind the County in any manner, including without limitation to any obligations, agreements or contracts, except as expressly provided for in this Agreement.

§ 900. TERMINATION/CANCELLATION OF PERMITTED ACTIVITIES

§ 901. Termination of Agreement for Default. (a) This Agreement may be terminated in whole or in part by the County by providing to Licensee a written Notice of Default if the Licensee fails to perform any material covenant or condition of this Agreement, as determined by the Managing Director. If otherwise permitted by a written amendment to this Agreement, future right to use material recorded at the Ford Theatre may also be revoked for such breach.

(b) The Licensee shall have not more than ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in her reasonable discretion, the Managing Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Licensee's event/performance for Licensee's Default, the County, in its sole direction, may procure a replacement performance(s) and the Licensee shall be liable for all excess County costs incurred in connection with seeking the replacement performance(s), as determined by the County in its sole discretion.

§ 902. Termination for Improper Consideration. (a) The County may, by written notice to the Licensee, immediately terminate the right of the Licensee to proceed under this Agreement if it is found

that consideration, in any form, was offered or given by the Licensee either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Licensee's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Licensee as it could pursue in the event of default by the Licensee.

(b) Licensee shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 1000. GENERAL PROVISIONS

§ 1001. Contract Modifications/Amendments. This Agreement fully expresses the agreement of the parties. Except where expressly provided herein, any modification or amendment of the terms or conditions of this Agreement must be by means of a separate written document approved by the Managing Director. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this Agreement in any way.

§ 1002. Limitations/Assignments. (a) Title to all personal property or real property improvements in or on the premises by the County shall remain the County's. Title to all personal property placed in or on the premises by Licensee shall remain the Licensee's provided said property can be removed without damaging the realty. All improvements to real property and fixtures placed in or on the premises by the Licensee shall become the property of the County.

(b) This Agreement is a license and not a lease and is a personal, revocable and unassignable permission to use the Ford Theatre for the express purposes set forth in this Agreement. It confers no interest in real property. Any attempt by the Licensee to assign this Agreement shall be void and shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement in accordance with the provisions of § 901 (Termination of Agreement for Default).

§ 1003. Notices. (a) The Managing Director shall be the County representative to whom the Licensee shall forward all notices, documents, reports, and records as required herein. Notices to the Licensee shall be addressed as listed in this Agreement.

(b) Notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accordance with this section, within five (5) working days of said change.

§ 1004. Attorney Fees. If either party hereto brings court action to enforce the terms hereof or declare rights hereunder, the prevailing party, on trial or appeal, shall be entitled to have its reasonable attorney fees, as determined and fixed by the court, paid by the losing party.

§ 1005. Waivers. (a) Waivers of the provisions of this Agreement shall be in writing and signed by the Managing Director.

(b) No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach of that provision or of any other provision of this Agreement.

§ 1006. Validity. The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

§ 1007. Entire Agreement. (a) This Agreement constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Agreement.

(b) Licensee warrants that it has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Licensee's responsibility to retain on file, and to abide by the entire Agreement.

§ 1008. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

○ ○ ○

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT B

Ford Amphitheatre Partnership Program Riders

I. TECHNICAL RIDER

The Ford's Production Manager or his designated representative will interface with the Licensee and Licensee's designated Production Manager in all aspects of Licensee's technical and production requirements and Licensee's final production schedule in the theatre, including budget, crew and rental equipment estimates. The Ford's Production Manager is provided by the Arts Commission.

Technical Crew Costs

Technical crew is scheduled as needed and billed to the Licensee according to the following rate schedule:

| Type | First 8 hours in a day ("base rate") | Hours over 8, but less than 12, in a day | Hours over 12 in a day |
|---|---|---|------------------------|
| Stage Supervisor, Sound Monitor Engineer | \$28.00/hour | \$42.00/hour | \$56.00/hour |
| House Audio Engineer, House Master Electrician | \$33.00/person/hour | \$49.50/person/hour | \$66.00/person/hour |
| Other Technical Crew | \$23.00/person/hour | \$34.50/person/hour | \$46.00/person/hour |
| 35 mm Projectionist | Public Screenings, Monday - Saturday: \$350/night Public Screenings, Sundays: \$525/night Set-ups and pre-screenings: \$60/hr with a 4 hour minimum call. | | |

These rates, applicable on both rehearsal and event days, are for set-up, rehearsal, event, strike and restore.

With prior approval of the Ford's Production Manager, Licensee may use Licensee's own crew for load-in, load-out, and set-up of equipment, props and costumes, if the equipment, props, and costumes are provided by Licensee. Licensee must use the Ford Theatre's crew for hanging and focusing lights, rigging, utilizing any Ford Theatre equipment and operating or supervising the Ford's sound and lighting control consoles.

Licensee will have at least one production/ technical meeting with the Ford's Production Manager in December or January to develop a preliminary event production schedule and an estimate of the crew costs for Licensee's event. The preliminary costs estimate is included in Licensee's contract package as Exhibit C.

Licensee will also meet for at least a second time with the Ford's Production Manager or his designated representative no later than 30 days prior to the event to review and set the event production schedule and technical crew costs estimate, and to make other final technical arrangements for the event. Any changes to the event production schedule must be made 48 hours in advance to prevent any crew charges.

The final event production schedule shall include times designated for crew breaks and meal periods that are consistent with the California Labor Code. Licensee shall be

assessed a **meal penalty** equal to one hour of the base rate for each crew member that is not provided a scheduled meal period in accordance with the final event production schedule.

Technical Equipment

Visit <http://www.FordAmphitheatre.com/en/ford/technical.asp> for information regarding the Ford's lighting, sound and projection equipment, or call (323) 856-5785 for a complete technical equipment information package. There are no additional charges for use of the Ford's standard lighting package, front-of-house sound system or 35 mm projectors. The following charges shall apply for use of the Ford's stage monitor sound systems:

| Package | What | Cost |
|--------------|--|-----------|
| Basic | 4 or More Wedge Speakers, 3 Channel Front-of-house Mix | \$350/day |
| Full Concert | Up to 13 stage Wedge Speakers, Mixed from Stage Console | \$600/day |

Backstage Access/Passes:

Backstage passes are required for all of Licensee's personnel needing access to the nonpublic areas of the theatre. Licensee is responsible for providing such passes, a sample of which the Licensee is to give to the Ford's Event Services Manager at the 30 day out meeting. The distribution of backstage passes is controlled by the Licensee. The total number of backstage passes allowed will be controlled by the Ford's Event Services Manager, who will adhere to the 30 person occupancy limit for the Green Room. Passes are reserved for performers and technical crew only. Persons not holding a verified backstage pass will not be allowed in the backstage areas for any reason.

For security purposes, Licensee must provide the Ford's Event Services Manager with a backstage passes list at least 24 hours prior to the event. The list should include the names and function of all non-Ford personnel requiring backstage access. House staff/security will use this list to control backstage access on the day of the event.

Persons who are not performers or technical crew are not allowed backstage. A small amount of guests and family members will be offered Green Room access, which will allow them to visit the artist's dressing room area. Green Room access passes will be provided by the Event Services Manager. Licensee is required to provide the Event Services Manager a full list of all Green Room access persons 24 hours prior to the performance date.

Passes can be of a variety of forms including laminated badges and wristbands.

Backstage passes do not allow entry to the house; tickets are required for all guests, artists, and crew who wish to view all or part of the performance from the house.

Children who accompany members of the event group must be under the supervision of an adult at all times. Children require backstage passes for backstage access and tickets for access to the house.

A backstage pass only allows the holder to have access to the non-public areas of the theatre. There can be no escorting of any kind with out the expressed permission of Ford

Theatre Staff or for emergency purposes.

Please note: The stage right artist entry ramp may not be used as a seating/viewing area.

Backstage Catering and Hospitality

For artists and crew, Licensee may provide its own backstage catering or arrange with the Ford's concessionaire to provide this service. For all other catering needs, please see policy guidelines on page 7.

Backstage Clean-up & Exit Walkthrough

Licensee is expected to leave the backstage areas of the theatre in a clean, neat and ready state, the same as when Licensee arrived. Rubbish and debris is to be removed from all backstage and dressing room areas and placed in the trash bins located near the artist entrance. Before leaving, Licensee must perform a walkthrough of the backstage areas together with the Ford's Stage Supervisor or other designated Ford Theatre's Staff member to evaluate their condition. Licensee is responsible for reimbursing the County for any costs the County incurs in returning the premises to a good and clean condition; any such costs will be deducted from the gross box office proceeds at the time of settlement.

II. FRONT-OF-HOUSE RIDER

The Ford's Event Services Manager or his/her designated representative will interface with Licensee in all aspects of Licensee's front-of-house requirements, including house staffing, security, crowd control and parking, as well as coordination of all pre-event activities on the plaza or elsewhere on-site, including receptions.

Front of House/Security Guidelines

The Los Angeles County Arts Commission provides a basic house staff for each event consisting of an Event Services Manager, a House Manager, 2 ticket takers, usher staff, and a merchandise sales associate (when appropriate). The Ford may augment the basic house staff with volunteers.

The Ford will furnish a professional security staff for performances that might require additional personnel. This assessment will be determined by the Licensee in accordance with Event Services Manager and the Ford General Manager. The standard security staff includes a supervisor and no less than an eight person team which is scheduled for a minimum of five hours per shift.

If additional paid house staff or security is required or otherwise deemed necessary by the Ford's Event Services Manager in consultation with the Ford's General Manager, Licensee will be responsible for paying the additional costs billed according to the following rate schedule:

| Type | First 8 hours in a day | Hours over 8, but less than 12, in a day | Hours over 12 in a day |
|---|------------------------|--|------------------------|
| Additional House Staff (4 hour minimum) | \$20/person/hour | \$30/person/hour | \$40/person/hour |
| Additional Security Staff (5 hour minimum) | \$20/person/hour | \$30/person/hour | \$40/person/hour |

The additional costs will be deducted from Licensee's gross box office proceeds at the time of settlement.

Licensee must designate one individual to be the primary contact for communicating with the Ford's Event Services Manager on the day of the event. This individual must be able to answer any last minute questions related to the distribution of backstage passes and Licensee's comp/guest list, merchandise sales, etc. Their name and contact information must be submitted to the Ford's Event Services Manager at least 30 days in advance of the performance date.

House Policies

Tickets and Admittance: With the exception of babies sitting on laps, every person, no matter the age, must have a ticket to enter the Ford Amphitheatre public areas on event days. **Backstage passes do not allow entry to the house.**

Program Inserts: Licensee is required to provide at least 1,000 program inserts for each evening event (see Marketing and Publicity Rider on page 14 for specific details as to

format). Programs may not be sold. Any unused programs must be collected by the Licensee at the end of the event and removed from the venue or disposed of in the trash bins by the Artist's Entrance. **The Ford is not responsible for unused programs left at the theatre.**

Audience Photography, Video and Audio Recording Policies: Audience members are not allowed to take photographs during the event. Exceptions to this policy will be handled on a case by case basis and must be discussed with the Ford's Managing Director at least 30 days prior to the event.

Audience members are not allowed to enter the facility with video cameras at any time. If discovered, the camera will be confiscated and returned after the performance.

Audience members are not allowed to enter the facility with audio recording equipment of any kind at any time. If discovered, recording equipment will be confiscated.

Press Photography and Recording Policies: Any photographers or press doing news or feature coverage must acquire a photo pass through the Ford's Communications Department (last minute passes for press arriving unexpectedly on the day of the event can also be obtained through the box office).

Press may take photographs during the event from two locations only: the artists' entrance ramp area at stage right and the tech well at the back of the house. If interested in taking photographs from another location, photographer must come to a soundcheck or dress rehearsal and get authorization from production staff.

Producer Photography, Video and Audio Recording Policies: See Photography and Recording Rider for guidelines on page 9.

Opening the House: The gates to the entranceway picnicking area are opened two hours prior to all evening events, and one hour prior to morning events. The theatre house doors are opened one hour before an evening event is scheduled to begin and one half hour before a morning event. The start of the event may not be delayed for more than five minutes – up to fifteen minutes are allowed only in cases of extreme emergency, as authorized by the Ford's House and Stage Managers.

Intermission: Except for film screenings and events that are less than one hour in duration, all events must have a minimum of one fifteen (15) minute intermission unless Licensee has received special permission from the Ford's General Manager in advance. Licensee must inform the Ford's Event Services Manager at least 30 days in advance of the length of the event, the approximate time of intermission, and desired times for seating latecomers. Failure to have a required intermission will result in a \$500.00 penalty to be deducted from gross box office proceeds at the time of settlement. *This policy will be strictly enforced.*

Food Concessions: The County of Los Angeles reserves the exclusive right to control and operate food, drink and concession services at the Ford Theatre, a portion of which it may delegate to a contracted concessionaire. **Licensee may not sell food or drink products at the Ford.** Permission from the Ford's General Manager is required to distribute any

free food or drink products. Special product placement arrangements can often be made with the Ford's concessionaire to satisfy the requests of corporate event sponsors.

Merchandise Sales

Licensee's merchandise (CDs, T-shirts, videos, etc.) may be sold on the day of the event. A 25% commission, payable to the Ford Theatre Foundation, applies to all merchandise sales.

All merchandise sales must be approved by Ford staff no later than the required 30-day out production meeting (see Exhibit B, Technical Crew Costs). A program of insurance, as specified in Exhibit A of this agreement, is required for all vendors. Merchandise sales take place from fixed locations within the gates and must be arranged and approved by the Ford's Event Services Manager during the 30-day out production meeting. No merchandise and/or vendors may be added after the 30-day out production meeting.

Merchandise sales can be conducted by Ford staff. Applicable California sales tax and the Ford's 25% commission will be deducted from total revenues collected. A settlement check will be sent to Licensee or its designee within 10 business days. Licensees wishing to have Ford staff sell their merchandise must submit a complete inventory list to the Ford Theatre Foundation no less than a week prior to the event or no merchandise sales will be allowed on event day.

For merchandise sold directly by Licensee or Licensee's representatives (vendors), a sales inventory form, provided by the Ford, must be completed at the close of sales and a 25% commission must be paid to the Ford Theatre Foundation. Vendors will be responsible for documenting all pre- and post-show inventories on the provided form. Forms should be submitted to the Ford House Manager prior to leaving the theatre on event day. Licensees wishing to sell their merchandise through vendors must send a list of all vendor contact information to the Ford Theatre Foundation no less than a week prior to the event. Vendors not on this list will not be allowed to sell merchandise on the day of the event.

Vendors are responsible for collecting and paying California sales tax on all items sold.

If Licensee plans to have multiple vendors present during event, all vendors will be responsible for their own sales and subject to a 25% commission, payable to the Ford Theatre Foundation post-show. There is a limit of five vendors per event. Licensees wishing to have more than three representatives/vendors selling merchandise, in lieu of a 25% commission on sales, there will be a \$25 per vendor flat commission fee due to the Ford Theatre Foundation before the producer's settlement check will be released.

The Ford is not responsible for merchandise left at the theatre for more than 72 hours after the event.

Parking Guidelines

The Ford Amphitheatre parking lot is managed by the Hollywood Bowl. The Ford's Event Services Manager works with Bowl staff to assure that the lots are available and properly

staffed for Licensee's events. For Summer Partnership Program events, patrons are charged \$5.00 per vehicle to park. For morning events, patrons are charged \$1.00 to park. **To maximize parking capacity patron vehicles are stack parked.**

The Ford's Event Services Manager will issue Licensee fifteen (15) complimentary parking passes at the 30 day out meeting prior to the event. The passes are for Licensee's own use on the day of the event. Additional passes may be purchased at least 48 hours in advance from the Box Office or on the day of the event from the Parking Attendants on duty. These fees must be paid at time of purchase and cannot be deducted from the gross ticket proceeds at the time of settlement.

Licensee's staff should park as directed in one of the three non-stacked parking areas:

- 1) On the north side of the service road running up the hill to the backstage artist entrance (approximately 15 spaces are available);
- 2) Under the trees in the "everglade" area alongside the road connecting the main lot to the south box office lot; or
- 3) In the spaces directly adjacent to the blue bungalow building in the main parking lot.
- 4) Parking at the top of the hill is reserved for cars displaying disabled placards only. All other cars will be ticketed and towed.

Any cars or production vehicles not displaying a pass (paid or comp) **will be ticketed and towed**. Since on-site parking is extremely limited, Licensee should encourage its personnel to car pool.

Free parking is available at the Universal satellite lot which has free shuttle service beginning 2 hours before performances. (Extended shuttle service is available for Licensees with a large number of performers using satellite parking – the Ford's Event Services Manager can provide additional information and rates for this option.)

Arrangements for any other staff, truck or VIP parking must be made with the Ford's Event Services Manager at least 30 days in advance of the event.

No one is allowed to park vehicles in front of, or otherwise block, any fire lane or disabled parking spaces. Any vehicles left in the fire lane, or parked in disabled parking spaces without disabled placards, will be ticketed and towed. *This policy will be strictly enforced.*

Catering

Licensee must allow the Ford's Concessionaire to bid on all catering for receptions, parties and other on-site activities.

For artists and crew, Licensee may either provide its own backstage catering or arrange with the Ford's Concessionaire to provide this service.

Pre-Show Activities

All pre-show activities must be approved by the Ford's Event Services Manager at least 30 days in advance.

For pre-show receptions or other activities Licensee may make arrangements with the Ford's Event Services Manager to use the Ford's small indoor theatre or a reserved area on Edison Plaza. Note: An additional fee of \$300 applies for use of the indoor theatre. Fee will be deducted from the gross ticket proceeds at the time of settlement.

As noted above, Licensee must give the Ford's Concessionaire the right of first refusal to provide catering at receptions and other activities requiring food and beverage.

Post Show Activities

Due to the nature of stacked parking at the Ford, no extended post show activities are allowed.

Artists are encouraged to "meet and greet" patrons on Edison Plaza immediately after the end of their performance. Edison Plaza is accessible from backstage via the hallway from the green room area. Artists and personnel will be asked to leave the stage at the end of the event. Artists or personnel may not enter the seating area from the stage or bring guests backstage after the end of the event.

Post-event activities involving only the Licensee's performers/staff members who are not stack parked can be arranged for upon 30-day notice to the Ford's Event Services Manager. Additional charges for house staff and security will apply at the above mentioned rates and will be deducted from the Box Office receipts at the time of settlement.

III. PHOTOGRAPHY & RECORDING RIDER

Still Photography

Licensee is permitted to take photographs during the event from two locations only: the artists' entrance ramp area at stage right and the tech well at the back of the house. If interested in taking photographs from another location, photographer must come to a soundcheck or dress rehearsal and get authorization from production staff. Use of flash is not permitted during events. Still photographers are not allowed on the stage or in the house proper during events (rare exceptions to this policy require advance approval – contact the Ford's Director of Communications).

Photographers must obtain a signed Ford photo pass before entering either photo area. Licensee should contact the Ford's Communications Department at least one week prior to the event to receive passes for its company photographer(s). Licensee's publicist should work in advance with the Ford's Communications Department to arrange for press photo passes (last minute passes for press arriving unexpectedly on the day of the event can also be obtained through the box office).

Archival Recordings – Audio

Events may be audio recorded for archival purposes. Licensee (and any individuals involved in making the recording) must sign and return to the Ford Theatres Administrative Office the *"Understanding of Use of Permitted Recording"* form included in their contract package. At the Licensee's final technical meeting (at least 30 days in advance of the event), Licensee must alert the Ford Theatre's Event Services Manager of Licensee's intention to audio record the event and make technical arrangements with the Ford's Production Manager. Licensee's recording personnel, if any, need backstage passes for access to the tech well at the back of the house or any other backstage areas.

Note: Any subsequent commercial use of a recording originally made for archival purposes requires an addendum to the licensing agreement and payment of a recording fee (see "Other Audio and Video Recordings" below).

Archival Recordings – Video

Events may be video taped for archival purposes. No more than two (2) cameras are allowed to make an archival recording and may not connect in any way to the Ford's sound equipment. Licensee (and any individuals involved in making the recording) must sign and return to the Ford Theatres Administrative Office the *"Understanding of Use of Permitted Recording"* form included in their contract package. At the Licensee's final technical meeting (at least 30 days in advance of the event), Licensee must alert the Ford Theatre's Event Services Manager of Licensee's intention to video record the event and make technical arrangements with the Ford's Production Manager. Cameras must be stationary and can be located at either the artists' entrance ramp area at stage right and/or the tech well at the back of the house. Video camerapersons are not allowed on the stage or in the house proper during events (rare exceptions to this policy require advance approval – contact the Ford's Director of Communications). Backstage passes are

required of all video taping personnel.

Note: Any subsequent commercial use of a recording originally made for archival purposes requires an addendum to the licensing agreement and payment of a recording fee to the County (see "Other Audio and Video Recordings" below).

Channel 36 "Live at the Ford" Video Recording and Cable Casting

As a service to the community, Licensee and Licensee's artists; and subject to the approval of the Licensee and its artists; the County may permit multi-camera video taping and subsequent cable casting of Licensee's event by Channel 36, a local nonprofit educational television station. If Licensee's event is selected for such a taping, Licensee may freely choose whether or not to agree to allow the taping. If Licensee chooses to permit the taping, Licensee and the artists performing in the event will be required to sign the requisite releases and waivers. Channel 36 tapings are scheduled and planned for well in advance, and are done at no additional cost to Licensee.* If Licensee permits taping of its event, the County will provide the Licensee with a DVD copy of the resulting broadcast ready recording.

**Note: Any subsequent commercial use of a recording originally made for public access cable television use requires an addendum to the Ford's licensing agreement and payment of a recording fee to the County (see "Other Audio and Video Recordings" below).*

Other Audio and Video Recordings

Audio or video recording for a commercial purpose, or video recording with more than two cameras (regardless of the intent, with the exception of Channel 36 recordings described above), requires the following:

- 1) Consent of the Ford's Managing Director;
- 2) 30 days advance notice;
- 3) Signing of an addendum to the license agreement;
- 4) Advance payment of a minimum \$3,000 recording fee.

Licensee agrees that all authorized uses of the televised and/or audio recordings shall carry the following or similar credit approved by the Managing Director:

"Recorded at the John Anson Ford Amphitheatre, a regional park of the County of Los Angeles devoted to the presentation of the performing arts and operated by the Los Angeles County Arts Commission."

IV. TICKETING AND BOX OFFICE RIDER

Admission Tickets

With the exception of babies sitting on laps, every person, no matter the age, must have a ticket to enter the Ford Amphitheatre public areas on event days. Further, Licensee shall not distribute more tickets than the venue's capacity as configured for Licensee's event.

County and Press Complimentary Tickets

For each event, 32 complimentary tickets are reserved and held by the County Arts Commission for County use. An additional 20 complimentary tickets are reserved and held by the Arts Commission for press. The County may distribute additional complimentary tickets to charitable organizations – best efforts will be made not to interfere with tickets that might otherwise be sold. Unused tickets will be returned to inventory for sale.

Ford Ticket Setup Form

The Los Angeles County Arts Commission operates the in-house Ford Amphitheatre box office which handles phone, internet, fax and mail orders, as well as advance and day-of-event walk-up window sales, for most Ford Amphitheatre events. Licensee shall complete and return a Box Office Event Information Form to the Ford's Box Office Manager to initiate use of the Ford Box Office. The form also includes information to enter Licensee's ticket holds information. All Partnership Program Licensee's are required to use the Ford Box Office as their primary ticketing source unless written permission to use another source is given by the Ford's General Manager at the time of contract signing.

Following are additional details of using Ford Amphitheatre Box Office Services. For more complete information, contact the Ford's Box Office Manager at (323) 856-5788.

Subscription & Other Discount Tickets: As part of the partnership program, Licensee's event is automatically part of the Ford's subscription program in which orders for three or more events, or orders received from "Friends of the Ford" donors prior to tickets going on sale to the general public, receive a discount of 20% off of each ticket. Licensee may choose whether to offer additional student, child, group sale or other discounts. The Ford does not offer senior citizen discounts.

Producer Complimentary Tickets: Licensee may request complimentary tickets for its own use and distribution; tickets will be coded complimentary and are not to be sold; ticket printing charges may apply.

Consignment Tickets: Licensee may request consignment tickets in accordance with the Ford Theatre Box Office Ticket Consignment Guidelines. Once issued, consignment tickets can not be returned to the box office. Consignment tickets are only issued at full price; their full value is included in calculating gross box office proceeds.

Consignment tickets are issued in batches of 50 or 100. For Licensee to receive additional consignment tickets beyond the initial 100, one of the following conditions must

be met: (a) Licensee has provided an additional deposit (or deposits) to the County equal to the value of any previously consigned tickets; or (b) the sum of any deposits provided to the County by Licensee for the event plus any ticket revenues being held by the County related to the event equal or exceed all of the producer's anticipated expenses for use of the facility. Once condition (b) is met, Licensee may consign as many additional tickets as it would like (ticket printing and other fees may apply).

In the case of an event cancellation, patrons seeking refunds or exchanges for consignment tickets will be directed to the Licensee; the Ford Box Office can not provide refunds on consigned tickets.

Requests for consignment tickets must be made in writing to the Ford Box Office Manager at least 24 hours prior to when the tickets are needed. If more than 100 tickets are released on consignment, Licensee must provide list of buyers. Additional conditions apply – see the Ford Theatre Box Office Consignment Guidelines for details.

Refunds And Exchanges: There are no refunds or exchanges for any ticket buyers.

V. MARKETING AND PUBLICITY RIDER

Licensee is **required** to do the following as part of the total marketing effort:

Maintain exclusivity

Programs and artists identical to those featured at the Ford Amphitheatre may not appear at any other site in Los Angeles County within the period three months prior to or three months after the scheduled Ford event. Other Los Angeles appearances too close to the Ford appearance often lead to diminished audience attendance and ticket sales.

Provide Visuals for Direct Mail Materials and Ford Websites

Photographs, preferably color, must be given to the Productions Marketing Manager according to the following schedule:

- For the season brochure partnership orientation meeting in early December
- For postcards for events between May and July – early March
- For postcards for events between August and October– early May

For specific deadline dates visit

http://www.fordamphitheatre.com/en/workbook/summer/deadlines/09_masterdeadlines.pdf

All photographs submitted for use in the season brochure, postcards and web sites must include:

1. The name of the photographer;
2. The names of the persons shown in the photograph if only one or two are shown; and
3. A signed statement confirming that the Licensee has permission to use the photographs for marketing and publicity purposes.

Attend Marketing Sessions

All licensees performing at the Ford for the first time or who are returning to the Ford after a hiatus are required to attend one of two Ford Marketing Workshops scheduled for the beginning of February (for May through July events), and mid-April (for August through October events). All others are encouraged and welcome to attend. Notices of the marketing workshops will be emailed to partners by the Communications office.

Create and Execute a Public Relations Marketing Campaign

Licensee is required to **have a public relations person on staff or hire one** to publicize Licensee's Ford event. Publicist/marketing person will **create and distribute a press release, contact press for advance publicity and same day coverage/reviews of its event, and be present at the event itself to greet media guests.** A draft of the press release must be submitted to the Ford's Director of Communications for approval no later than 8 weeks prior to Licensee's event. The press release must credit the County of Los Angeles and include standard Ford information provided in the artist workbook: See

http://www.fordamphitheatre.com/en/workbook/summer/awindex_mpr.asp - marketing and public relations section.

Pay for Postcard Mailing Costs

As a follow-up to the Ford's season brochure, the Ford Amphitheatre will pay for the printing of a postcard mailer to be used for promoting Licensee's event. **Licensee is responsible for paying for** the postage for those postcards it chooses to mail, as well as the associated mailing house costs (for list sorting, printing and affixing labels, bundling and delivering to the post office). When mailing postcards, Licensee must use the Ford's designated mailing house.

Provide a Printed Program Insert

Licensee is required to provide **program inserts for Licensee's event to be inserted by Ford house staff in the Ford's standard program wraparound**. A minimum of 1,000 inserts are required for each evening event (e.g., two evenings of the same event require a minimum of 2000 inserts). There are **no exceptions** to this minimum.

The Ford will provide the Licensee with formal requirements for the insert in the online Artist's workbook. See http://www.fordamphitheatre.com/en/workbook/summer/awindex_mpr.asp. Inserts must be delivered to the Ford no later than two days prior to performance. Delivery is Licensee's responsibility.

Program Inserts must include:

- The date and time of the event.
- The event selections.
- Full cast lists, including all featured performers and musicians.
- Licensee's staff and organization personnel.
- Licensee's biographies and/or Licensee organization history.
- If different than Licensee, artist's biographies and/or organization history.
- Program notes, if applicable.
- Recognition of the Los Angeles County Board of Supervisors, as shown below.

Credit the County of Los Angeles

Licensee shall credit Los Angeles County as a co-sponsor in all authorized printed inserts and in all advertising, including radio and television, concerning the event(s).

Press releases will include the following statement:

This event is part of the 2009 Ford Amphitheatre Summer Season; a multi-disciplinary arts series produced by the Los Angeles County Arts Commission in cooperation with Los Angeles County-based arts organizations.

Programs will include the following statement:

Special thanks to the Los Angeles County Board of Supervisors for their continuing support of the John Anson Ford Theatres, a County Regional Park operated by the Los Angeles County Arts Commission.

Use Ford Amphitheatre Branding on Promotional Materials

All advertisements, fliers and other promotional printed materials not published by the Ford must be reviewed by the Ford's Productions Marketing Manager and Box Office Manager prior to publication/distribution and must include the following information in the "Franklin Gothic Med" type face(s) shown below:

Ford Amphitheatre

Just off the 101 (Hollywood) freeway across from the Hollywood Bowl.

TICKETS:

www.FordTheatres.org

323 461-3673